

PERFORMANCE WORK STATEMENT

A. INTRODUCTION

1. Contractor shall provide Virtual Pharmacy services to complete pending medication/supply orders (henceforth referred to as “medication orders”) for VA medical facilities located in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont (i.e. Veterans Integrated Service Network (VISN) 1). Services include the professional pharmacist’s review and problem solving needed to assure medication orders are safe and accurate. Contractor must be a U.S.-based company capable of providing pharmacy services to be completed via a secure web-based system provided by the contractor. Contractor’s pharmacists will be required to use a Personal Identity Verification (PIV) card to log into the Citrix Access Gateway (CAG) by utilizing VA’s Virtual Private Network (VPN). Contractor’s pharmacists will have access to the necessary network and Electronic Health Records at each site. Contractor shall provide a sufficient number of licensed pharmacists to process all orders accurately to completion and to support resolution of questions and consultations in a timely manner.
2. This contract is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied. By agreeing to perform the services described in these specifications, the contractor acknowledges that he/she is not, and shall not become, an employee of the U.S. Government. Contractor agrees that contractor will not bring any cause of action in any forum claiming that a contract pharmacist has become an employee of the U.S. Government.
3. This contract is a “non-personal services contract” as defined in FAR 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor’s employees or subcontractor:
 - a. Shall perform the services specified herein as independent contractors, not as employees of the government.
 - b. Shall manage and administer the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract.
 - c. Shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified.
 - d. Shall, pursuant to the government’s right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract objectives.
4. Contractor shall provide sufficient number of pharmacists to review authorized medication orders for each site. Each contract pharmacist must have a full, current and unrestricted license to practice pharmacy in a State, Territory or Commonwealth of the United States or the District of Columbia.

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Contract pharmacist(s) must maintain current registration and must be proficient in verbal and written English.

5. The contractor's pharmacists will review authorized provider medication orders at specified time periods identified in the Delivery Schedule. After review, contract pharmacist(s) will process and verify orders remotely.
6. Contractor shall provide and document a general orientation for all of the contractor's pharmacists who provide work on this contract before commencement of work. Documentation of the orientation will be provided to the Contracting Officer. Contractor's orientation should include, but is not limited to, the following topics:
 - a. Fire and safety policy and procedure
 - b. Infection control policy and procedure
 - c. Emergency Preparedness/Disaster policy and procedure
7. VA will monitor contractor performance to ensure compliance with the contract. Please refer to the Quality Assurance Surveillance Plan (QASP) for additional information.
8. Notwithstanding other contract requirements, upon request of the Contracting Officer, the contractor will remove any pharmacist who does not comply with orientation requirements or meet competency requirements for the work being performed.

B. OBJECTIVES

The contractor and Contracting Officer Representative (COR) from each location will work together to increase the efficiency of the virtual pharmacy program, and both parties will collaborate to enhance services and increase effectiveness as it relates to the delivery of medication orders.

C. SCOPE OF VIRTUAL PHARMACY SERVICES

1. The contractor's pharmacists shall provide drug knowledge resources and pharmacist medication order review and entry services as stated for each site. The contractor's pharmacists will review authorized provider medication orders that are transmitted to or accessed by the pharmacist during the required time periods identified in the Schedule of Services.
2. The contractor's pharmacists will check for medication orders in the Inpatient and/or Outpatient pharmacy package pending orders queue at least every thirty (30) minutes. After review, the contract pharmacist(s) will process and finish/verify orders via remote access. Each VA site's

representative shall work with the contractor to develop a contingency plan to accommodate the verification process in the event of downtime.

3. VA sites may call in emergency orders and questions or consultation requests. Contract pharmacist(s) shall process emergency orders within 15 minutes of contact.
4. Contract pharmacist(s) shall evaluate each prescription for drug-drug interactions, therapeutic duplications, contraindications, recorded drug allergies, appropriate doses, appropriate route of administration, appropriate administration time(s), accurate directions, and, as applicable, appropriate order start time to ensure the final order will be active at the appropriate time and understandable to the nurse administering or patient taking the medication. Contract pharmacist(s) shall clarify with the appropriate party prior to processing any pending medication not meeting standards for completeness, restrictions, lacking clinical information and those requiring consults.
5. Using the VA National Formulary (VANF), which is updated monthly and accessible at <http://www.pbm.va.gov/PBM/NationalFormulary.asp>, contract pharmacist(s) shall review pending orders and make efforts to utilize formulary agents. If efforts are unsuccessful, and the order is due prior to the resumption of regular pharmacy services, the order shall be processed and follow-up actions will be taken by the facility. If efforts are unsuccessful, but the order is due after the resumption of regular pharmacy services, the order shall remain pending and the appropriate VA site will provide this information and steps taken during the shift sign-off process.
6. Each of the contractor's pharmacists shall provide daily shift "sign off" (by appropriate secure method agreed to with each site) to include a summary of outstanding issues for follow-up by appropriate VA pharmacy staff.
7. The contractor shall:
 - a. Provide monthly report of activities under the contract (i.e. number of orders, number of questions answered, etc.) furnished to each site. Monthly reports are due by the 15th of the next month unless a different date is agreed upon by the contractor and VA.
 - b. Provide quarterly reports on quality improvement indicators for each site including:
 - i. Potential prescribing errors and other medication errors;
 - ii. Suspected adverse drug reactions or events;
 - iii. Other reports as requested and agreed to by the contractor and VA;
 - iv. Information on educational needs for virtual pharmacists pertaining to station policies/procedures; and,
 - v. Quarterly reports are due no later than 30 days after the end of each quarter, unless a different date is agreed upon by the contractor and VA.

- c. Provide contract supervisor or designee contact for each site to discuss errors, near misses, and any customer service complaints related to virtual pharmacist services. Contractor shall be available to respond to concerns within 2 business days of contact by VA.
- d. Provide backup secure contact (i.e., phone/fax) in the event of primary communication method failure or network downtime.
- e. Comply with all applicable policies, rules, and regulations of each facility of which they have been duly notified and shall not knowingly engage in any activity detrimental to the interest of the VA.
- f. Comply with all applicable standards of the Joint Commission including maintenance of competency training for all staff providing services to the VA.
- g. Complete and input all transcription notes directly into the Electronic Health Record.

D. GOVERNMENT RESPONSIBILITIES

1. VA shall provide the following:
 - a. Assistance with the background check process for each contract pharmacist to obtain a Personal Identity Verification (PIV) card to log into the Citrix Access Gateway (CAG).
 - b. Virtual access to applicable parts of VA's network and electronic medical records.
 - c. List of clinical leadership, night nursing supervisors, pharmacy staff, and nursing unit contact information for each site.
 - d. List of necessary provider contact information for each site.
 - e. List of important points-of-contact for each site and may include, but is not limited to, Administrative Officer of the Day (AOD), on-call VA Pharmacist, Pharmacy Chief or designee, and Medical Administrative Assistants (MAAs).
 - f. Supervisor or designee contact information in the event of an emergency or catastrophic down time.
 - g. Information on policies and procedures unique to each facility, which may include, but is not limited to, medications available in Automated Dispensing Cabinets, ward stock lists, restricted intravenous medications, and IV admixture standards and rates.
 - h. Contact information, backup contact information, hours of operation, and order processing instructions for regular and STAT orders specific for each site.

E. THE JOINT COMMISSION AND OTHER SPECIAL REQUIREMENTS

1. THE JOINT COMMISSION

Contractor will be responsible for ensuring contract pharmacists providing services on this contract are fully trained and completely competent to perform the required work. Although this contract does not require TJC accreditation or other regulatory requirements regarding worker competency, the contractor must perform the required work in accordance with the TJC standards. The contractor is required to provide a current performance evaluation (proficiency or competency) on each pharmacist providing services under the contract. The contractor will provide current copies of the performance evaluations at the time of contract award and annually on the anniversary date of contract award to the Contracting Officer, or upon request.

2. HEALTH AND HUMAN SERVICES (HHS)/OFFICE OF INSPECTOR GENERAL (OIG)

To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the Contractor is required to check the HHS - OIG, List of excluded individuals/entities on the OIG Website www.hhs.gov/oig for each person providing services under this contract. Further, the contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract, the contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

3. RECORDS MANAGEMENT

- a. Citations to pertinent laws, codes and regulations such as 44 U.S.C. chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
- b. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
- c. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government Records.
- d. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- e. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
- f. The Government Agency owns the rights to all data/records produced as part of this contract.

- g. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- h. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of competition [draft, final, etc.].
- i. No disposition of documents will be allowed without the prior written consent of the Agency Records Manager. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.
- j. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The contractor (and any subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

4. **PRIVACY POLICY TRAINING**

Contractor personnel must complete VHA national Privacy Policy/Information Security training and/or other VHA approved privacy trainings for contractor-furnished trainings that meet the requirements of the HHS Standards for Privacy of Individually-identifiable Health Information as determined by the VHA. Each of the contractor's pharmacists must also sign VA's Contractor Rules of Behavior. Proof of training (i.e. training completion certificate) must be provided to the COR and the Information Security Officer at each facility (to be named upon award) for each contract pharmacist providing the services under this contract.

5. **PROTECTED HEALTH INFORMATION (PHI)**

Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPPA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information.

6. **END OF CONTRACT RESPONSIBILITY**

The contractor agrees to provide self-certification that the data destruction requirements have been met and sent to the VA Contracting Officer within 30 days of termination of the contract.

F. QUALITY ASSURANCE SURVEILLANCE

Contractor personnel processing medication orders must have the education, training, and experience appropriate to perform the scope of services needed. It is the responsibility of the contractor to have an ongoing quality assurance (QA) program consistent with the standards that will support the expectations stated in the Performance Work Statement (PWS), and to resolve identified problems. The written plan shall delineate the objectives of the quality assurance activities, scope of the activities, activities for monitoring and evaluation, methods of implementation of the monitoring and evaluation activities, methods for reporting results, mechanisms for taking follow-up action, and responsibilities of staff for each activity of the quality assurance program. Contractor must take into consideration any feedback from VA, including supervisors or designees from each site, with respect to staff performance for evaluations. Results of the contractor's QA program will be forwarded to the COR on a quarterly basis or upon request within 48 hours. The plan shall be provided with the contractor's proposal and a copy approved by VA will be included as a part of any subsequent award.

1. **PERFORMANCE REQUIREMENT SUMMARY (PRS)**

The following PRS lists the contract's special requirements described in Paragraph E, their associated performance standards, the Acceptable Quality Levels (AQL), and the methods of surveillance.

#	Service Requirement	Performance Standard	AQL
1	<u>Privacy Policy Training</u> B.4.6, Paragraph C	Contractor personnel complete Privacy Policy Training annually.	0%
2	<u>Ordering Procedures</u> B.4.6, Paragraph A	Medication orders will be processed in a timely manner.	2%
3	<u>Records Management</u> B.4.6, Paragraph B	Maintain 100% accountability of all records without data breach.	0%

2. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

The QASP will be used to document the contractor's performance. The QASP includes various methods of assessing performance to ensure contract requirements are being met.

3. **EVALUATION OF PRS AND QASP**

The PRS and QASP will be incorporated into any subsequent contract. The contractor will be given the opportunity to correct or address any adverse findings resulting from observations throughout the Period of Performance. Furthermore, failure to correct any major nonconformance could result in termination of the contract for cause and/or adversely impact the contractor's ability to be selected for future contracts as documented in the Contractor Performance Assessment Report System (CPARS).